




## DECLARATION OF COMMON OWNERSHIP

1. My name is Sandra E. Alford. I am Corporate Secretary of Baker Hughes Incorporated and am empowered to act on behalf of Baker Hughes Incorporated.
2. At the time of filing of the present patent application serial number 09/773,074 (hereinafter, the "Present Application"), November 1, 2000, and at the time at which the invention therein described was made, the Present Application and US patent 6,002,648, Serial Number 09/174,133 filed on 16 October 1998, were co-owned by and subject to an obligation of assignment to Baker Hughes Incorporated.
3. In support of proof that the inventions were commonly owned at the time of applicant's invention, note that on the attached General Indenture of Conveyance, Assignment and Assumption of Liabilities that the Assignor is Western Atlas International, Inc. (a subsidiary of Baker Hughes Incorporated) and that Baker Hughes Incorporated "has agreed to cause Assignor or one or more Baker Hughes Transferring Entities to transfer . . . all of the assets of Assignor" indicating that Baker Hughes Incorporated had ownership and right to transfer the assets identified in article 5.18 of the attached Master Formation Agreement, which lists said patents (US patent 6,002,648 , Serial Number 09/174,133 and the Present Application, serial number 09/773,074 docket number 594-23292) as owned by Baker Hughes Incorporated.
4. Also attached are portions of a copy of the Joint Venture agreement showing that Baker Hughes Incorporated owned said applications prior to the formation of the Joint Venture which was formed effective November 30, 2000, then named Geco Holdings LLC, later renamed as Western Geco LLC.
5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the lie so made are punishable by fine or imprisonment, or both, under 18 USC 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


  
Sandra E. Alford  
Corporate Secretary  
Baker Hughes Incorporated

SECRETARY'S CERTIFICATE

The undersigned, Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company (the "Company"), DOES HEREBY CERTIFY that:

- 1) She is the duly elected and qualified Assistant Secretary of WesternGeco L.L.C., formerly Geco Holdings L.L.C., and that as such she has access to the books and records of said Company.
- 2) On the 6th day of September, 2000, Baker Hughes Incorporated and Schlumberger Limited entered into a Master Formation Agreement providing for the establishment of, among others, a U.S. joint venture entity, Geco Holdings L.L.C., effective as of November 30, 2000.
- 3) The following documents were filed with the Delaware Secretary of State: a Certificate of Formation for Geco Holdings L.L.C. on September 18, 2000; a Certificate of Amendment changing its name from "Geco Holdings L.L.C." to "Western Geco Holdings L.L.C." on December 8, 2000; a Certificate of Amendment changing its name from "Western Geco Holdings L.L.C." to "WesternGeco L.L.C." on January 1, 2001.
- 4) Article 5.18 of the Master Formation Agreement provided for the transfer of certain intellectual property, as listed on the attached Schedule 5.18, from Baker Hughes Incorporated to the new joint venture entity.

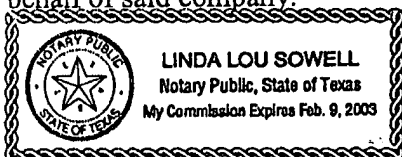
IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and the corporate seal of WesternGeco L.L.C. on this 15th day of October, 2001.

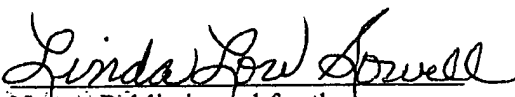
  
Shana K. Oliver, Assistant Secretary

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

THIS INSTRUMENT was acknowledged before me on October 15, 2001 by Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, on behalf of said company.



  
Notary Public in and for the  
State of Texas

## CORPORATE SECRETARY CERTIFICATION

I, Shana K. Oliver., the undersigned, in my capacity as Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, do hereby certify the attached to be a true and correct copy of pages 1, 53, 54, the signature pages, and Schedule 5.18 to the Master Formation Agreement dated September 6, 2000, between Baker Hughes Incorporated and Schlumberger Limited.

I further certify that also attached is a true and correct copy of the name change documents of WesternGeco L.L.C. filed with the Secretary of State of Delaware.

Executed this 15th day of October, 2001, at Houston, Texas, U.S.A.



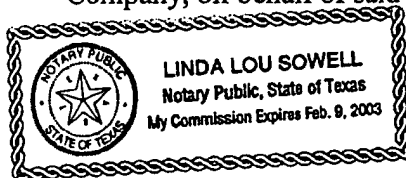
Shana K. Oliver  
Assistant Secretary

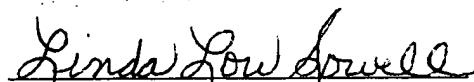
[SEAL]

## NOTARY ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

THIS INSTRUMENT was acknowledged before me on October 15, 2001 by Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, on behalf of said company.



  
Notary Public in and for the  
State of Texas

**SCHEDULE 5.18(a)(i)**

SCHEDULE 5.18(a)(i)  
WESTERN GEOPHYSICAL - PATENT APPLICATIONS and GRANTED PATENTS -

FILE NO./ COUNTRY	STATUS/ TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUED DATE
594-23308 US	Pending	S/N 09/619,326	F. 19-July-2000		
594-22319 US	Pending	S/N	F. 29-May-2000		
594-18816 WS-94-01 US	Granted	S/N 08/417,643	F. 05-Apr-1995	P/N 5,740,342	I. 14-Apr-1998
594-18805 WG-98-17 US WO	Granted Published	S/N 09/174,133 S/N US99/23854	F. 16-Oct-1998 F. 14-Oct-1999	P/N 6,002,648	I. 14-Dec-1999 WG-98-17
594-18800 WG-98-12 US	Granted	S/N 09/093,175	F. 08-Jun-1998	P/N 6,012,406	I. 11-Jan-2000
594-18798 US	Pending	S/N 09/590,907	F. 9 June 2000		
594-18794 WG-98-06 CANADA	Pending	S/N 2278277	F. 20-Jul-1999		
EP	Pending	S/N 99305751.2	F. 20-Jul-1999		
NORWAY	Pending	S/N 1999.3573	F. 21-Jul-1999		
US	Granted	S/N 09/121,135	F. 22-Jul-1998	P/N 6,061,302	I. 09-May-2000
594-18793 WG-98-05 US	Pending	S/N 09/229,962	F. 26-Apr-1999		

**SCHEDULE 5.18(a)(iv)**

594-23292 \* REG (REMOTELY ENGAGED GEOPHONES): AN OCEAN BOTTOM SEISMIC ACQUISITION TECHNIQUE

594-23309 PARAMETRIC SHEAR-WAVE SEISMIC SOURCE

594-23381 METHOD OF CUSTOMIZING EXPLOSIVES FOR SPECIFIC ROCK TYPES TO IMPROVE SEISMIC DATA QUALITY AND THE EFFICIENCY WITH WHICH IT IS ACQUIRED

594-23394 METHOD OF ACQUIRING NEAR SURFACE SEISMIC IMAGES, STATICS INFORMATION, AND VELOCITY INFORMATION USING A SHOTHOLE DRILLING DEVICE AS A SEISMIC SOURCE

594-23537 LOCKING SLIDER

594-23538 CURVED FLOAT FOR MARINE DIVERTERS

594-23539 ACTIVE SEPARATION CONTROL SYSTEM FOR TOWED SEISMIC ARRAYS

594-23540 DIMPLED FAIRING  
(to be combined with disclosure 594-18636)

594-23638 HYBRID PIEZO-FILM CONTINUOUS LINE AND DISCRETE ELEMENT ARRAYS

594-23639 EXPLICIT FOURIER FINITE-DIFFERENCE DEPTH MIGRATION

594-23694 DYNAMICALLY CONTROLLED BUOYANCY OF TOWED ARRAYS

594-23778 APPLICATION OF VORTEX GENERATORS TO SEISMIC DIVERTERS

?594-24767 MICROCHIP LASER GEOPHONE

?594-24768 MICROCHIP LASER GRAVITY METER

594-24796 QC CUBE

594-24880 MIXED TERRAIN SEISMIC VIBRATOR

594-25206 TIMED SHOOTING WITH A DYNAMIC DELAY

## MASTER FORMATION AGREEMENT

This Master Formation Agreement (as may be supplemented or amended in accordance with the provisions hereof, this "**Agreement**"), dated as of September 6, 2000, is by and among Schlumberger Limited, a Netherlands Antilles corporation ("**Schlumberger**"), Schlumberger Oilfield Holdings Limited, a British Virgin Islands company wholly owned by Schlumberger ("**SOHL**"), Schlumberger Plc, a United Kingdom limited liability company wholly owned by Schlumberger ("**SPLC**"), Schlumberger B.V., a Netherlands limited liability company wholly owned by Schlumberger ("**SLBV**"), Schlumberger Technology Corporation, a Texas corporation wholly owned by Schlumberger ("**STC**"), and Baker Hughes Incorporated, a Delaware corporation ("**Baker Hughes**").

Schlumberger, SOHL, SPLC, SLBV, STC and Baker Hughes, in each case acting where necessary through various subsidiaries, wish to combine their respective Seismic Businesses (as defined below) into the following entities:

(a) a limited liability company to be formed under the laws of the State of Delaware ("**US Venture Entity**"), which will hold the U.S. portions of such businesses and will be owned 70% by STC or an Affiliate of STC and 30% by Baker Hughes or an Affiliate of Baker Hughes;

(b) Geco-Prakla (UK) Limited, a United Kingdom company ("**UK Venture Entity**"), which will hold the U.K. portions of such businesses and will be owned 70% by SPLC and 30% by an Affiliate of Baker Hughes;

(c) Delft Geophysical B.V., a Netherlands company ("**Dutch Venture Entity**"), which will hold the non-U.S. and non-U.K. portions of such businesses located in the Dutch Countries (as defined below) and will be owned 70% by SLBV and 30% by an Affiliate of Baker Hughes; and

(d) Schlumberger Seismic Holdings Limited, a British Virgin Islands company ("**BVI Venture Entity**"), which will hold the remaining non-U.S. and non-U.K. portions of such businesses and will be owned 70% by SOHL and 30% by one or more Affiliates of Baker Hughes.

Accordingly, in consideration of the premises and the mutual covenants of the parties set forth herein and upon the terms and subject to the conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE 1. DEFINITIONS AND GENERAL

1.1 Definitions. The capitalized terms defined in this Section 1.1, whenever used in this Agreement, shall have the following meanings for all purposes of this Agreement:

"**Adjustment Amount**" has the meaning given such term in Section 3.10(c).



(f) any Guarantee (other than any indemnification Contract) with respect to which Baker Hughes or any of its Affiliates is the obligor in respect of an obligation that exceeds US\$100,000;

(g) any indemnification Contract with respect to which Baker Hughes or any of its Affiliates is the obligor (including in connection with the sale of assets) that was made outside the ordinary course of business;

(h) any Contract or consent decree which imposes or could by its terms impose any material restrictions on the Venture Entities with respect to their geographical areas of operations or scope or type of business;

(i) any Contract involving swaps, futures, derivatives or similar instruments, regardless of value, except such Contracts entered into as a hedging activity in the ordinary course of business consistent with Baker Hughes' past practice and internal policy guidelines;

(j) any collective bargaining agreement;

(k) any Contract pursuant to which a Governmental Authority is providing tax abatements or other similar economic incentives in connection with the Baker Hughes Seismic Business;

(l) any seismic data processing software license agreement which is material to the Baker Hughes Seismic Business;

(m) any material Contract between Baker Hughes or one of its Affiliates and another Affiliate relating to the Baker Hughes Seismic Business; or

(n) any Contract not otherwise specified in paragraphs (a) through (m) above that is material to the Baker Hughes Seismic Business, taken as a whole.

Baker Hughes and its Affiliates have duly performed and complied in all material respects with their respective obligations under each Baker Hughes Material Contract. None of Baker Hughes or any of its Affiliates has received any notice of termination or default from any other party to such Baker Hughes Material Contract. To the knowledge of Baker Hughes, no other party to such Baker Hughes Material Contract is in default of its obligations thereunder. Each such Baker Hughes Material Contract may be assigned to the Venture Entities without the consent of any other party thereto.

#### 5.18 Proprietary Rights.

(a) Schedule 5.18(a) to the Baker Hughes Disclosure Letter sets forth a correct and complete list of the following items of Intellectual Property used or held for use primarily in or related primarily to and, in each case, material to the operation or conduct of the Baker Hughes Seismic Business (collectively, the "Baker Hughes Proprietary Rights"): (i) patents and patent

applications; (ii) trademarks, trade names and service marks; (iii) registered copyrights; and (iv) documented invention disclosures, in each case whether registered or unregistered, and U.S. or non-U.S.

(b) (i) Baker Hughes or its Affiliates own or possess adequate licenses or other valid rights to use all the Baker Hughes Proprietary Rights; (ii) the Baker Hughes Proprietary Rights included in the Baker Hughes Transferred Assets, together with the Baker Hughes Retained IP, constitute all such rights necessary to conduct the Baker Hughes Seismic Business in substantially the same manner as it is presently being conducted; (iii) the validity of the Baker Hughes Proprietary Rights and the rights therein of Baker Hughes or any of its Affiliates have not been questioned in any litigation to which Baker Hughes or any of its Affiliates is a party, nor, to the knowledge of Baker Hughes, is any such litigation threatened; (iv) to the knowledge of Baker Hughes, the conduct of the Baker Hughes Seismic Business does not conflict with any Intellectual Property of others; and (v) the consummation of the transactions contemplated hereby will not conflict with, alter or impair any Baker Hughes Proprietary Rights.

(c) To Baker Hughes' knowledge, no use of any Baker Hughes Proprietary Rights has heretofore been, or is now being, made by any Person other than Baker Hughes and its Affiliates, and no infringement of any Baker Hughes Proprietary Rights has occurred or is continuing. No director or officer of Baker Hughes has any ownership interest in any of the Baker Hughes Proprietary Rights.


#### 5.19 Employee Benefit Matters.

(a) Copies of Documents. Baker Hughes has furnished to Schlumberger true and complete copies of the following items relating to each Baker Hughes Benefit Plan: (i) the governing plan documents, including all amendments thereto; (ii) the most recent summary plan description and summary of material modifications; (iii) the most recent Form 5500 Annual Report filed with the IRS, together with attachments thereto or similar reports filed in non-U.S. jurisdictions; and (iv) if applicable, the most recent actuarial report.


(b) Pension Plans. No Baker Hughes Benefit Plan that is a Pension Benefit Plan has an accumulated or waived funding deficiency within the meaning of Section 412 of the Code, and no liability (including contingent liability) has been incurred, directly or indirectly, to or on account of any such Pension Benefit Plan pursuant to Title IV of ERISA (excluding liability for benefit Claims and funding obligations payable in the ordinary course of business and liability for PBGC insurance premiums payable in the ordinary course of business) and the present value of the liabilities accrued thereunder, as of the most recent valuation date determined on an accumulated benefit obligation basis pursuant to Statement of Financial Accounting Standards No. 87, did not exceed the fair market value of the assets held in trust thereunder as of such date. No proceedings have been instituted to terminate any Baker Hughes Benefit Plan that is a Pension Benefit Plan, and no condition exists that presents a risk to Baker Hughes or any ERISA Affiliate of Baker Hughes of incurring a liability to or on account of a Pension Benefit Plan pursuant to Title IV of ERISA (excluding liability for benefit Claims and funding obligations payable in the ordinary course of

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

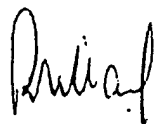
**SCHLUMBERGER LIMITED**

By:   
Andrew Gould  
Executive Vice President  
Oilfield Services


**SCHLUMBERGER OILFIELD HOLDINGS LIMITED**

By:   
Robert Villard  
Attorney-in-Fact

**SCHLUMBERGER PLC**

By:   
Robert Villard  
Attorney-in-Fact

**SCHLUMBERGER B.V.**

By:   
Robert Villard  
Attorney-in-Fact

**SCHLUMBERGER TECHNOLOGY CORPORATION**

By: 

Robert Villard  
Attorney-in-Fact

**BAKER HUGHES INCORPORATED**

By: 

Andrew Szescila  
Senior Vice President

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WESTERNGECO L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GECO HOLDINGS L.L.C." TO "WESTERN GECO HOLDINGS L.L.C.", FILED THE EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WESTERN GECO HOLDINGS L.L.C." TO "WESTERNGECO L.L.C.", FILED THE FIFTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3289909 8100H

AUTHENTICATION: 1266585

010365560

DATE: 07-27-01

09/18/00 MON 16:24 FAX

STATE OF DELAWARE  
SECRETARY OF STATE 2002  
DIVISION OF CORPORATIONS  
FILED 04:30 PM 09/18/2000  
001471616 - 3289909

**CERTIFICATE OF FORMATION**  
**OF**

**GECO HOLDINGS L.L.C.**

This Certificate of Formation of GECO Holdings L.L.C. (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. Code § 18-101 *et seq.*).

Article One

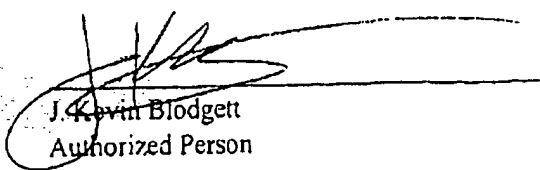
The name of the Delaware limited liability company formed hereby is GECO Holdings L.L.C.

Article Two

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801, and the name and address of the Company's registered agent for service of process in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the 18th day of September, 2000.

AUTHORIZED PERSON

  
J. Kevin Blodgett  
Authorized Person

**CERTIFICATE OF AMENDMENT**

to the

**CERTIFICATE OF FORMATION**

of

**GECO HOLDINGS L.L.C.**

GECO Holdings L.L.C. (the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Formation (the "Certificate of Formation"), as described below, and does hereby further certify that:

1. The name of the Company is GECO Holdings L.L.C.
2. The Managers of the Company duly adopted resolutions approving and adopting the amendment to the Certificate of Formation this Certificate of Amendment is effecting.
3. This Certificate of Amendment amends the Certificate of Formation so as to change the name of the Company to Western GECO Holdings L.L.C.
4. The Certificate of Formation is hereby amended by deleting Article One thereof and replacing in lieu thereof a new Article One reading in its entirety as follows:

"Article One

The name of this Delaware limited liability company is Western GECO Holdings L.L.C."

EXECUTED this 1st day of December, 2000.

GECO HOLDINGS L.L.C.

By: 

Name:

DAVID MEEH

Manager

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

Western GECO Holdings L.L.C.

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Western GECO Holdings L.L.C. (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is Western GECO Holdings L.L.C.
2. The certificate of formation of the company is hereby amended by striking out Articles 1 and 2 thereof and by substituting in lieu of said Articles the following new Articles:

"1. The name of the limited liability company is WesternGeco L.L.C.

2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Lookerman Street, Dover, Delaware 19901."

Executed on January 5, 2001

/s/ David Meeh

David Meeh, Authorized Person

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 01/05/2001  
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## GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES

THIS GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES (this "Conveyance") dated November 30, 2000 is made by and between Western Atlas International, Inc., a Delaware corporation ("Assignor"), and GECO Holdings L.L.C., a Delaware limited liability company ("Assignee"), in each case acting where necessary through various direct and indirect subsidiaries.

### PRELIMINARY STATEMENT

Pursuant to the Master Formation Agreement dated as of September 6, 2000 (the "Master Formation Agreement", capitalized terms this Assignment uses, but does not define, having the meanings the Master Formation Agreement specifies), by and among Schlumberger Limited, a Netherlands Antilles corporation, Schlumberger Oilfield Holdings Limited, a British Virgin Islands company, Schlumberger Plc, a United Kingdom limited liability company, Schlumberger B.V., a Netherlands limited liability company, Schlumberger Technology Corporation, a Texas corporation, and Baker Hughes Incorporated, a Delaware corporation ("Baker Hughes"), Baker Hughes has agreed to cause Assignor or one or more Baker Hughes Transferring Entities to transfer to Assignee or its direct or indirect subsidiaries, in exchange for the ownership interests described therein, (1) all of the assets of Assignor and its Affiliates that are primarily related to the Seismic Business in the U.S. and within the balance sheet categories listed on Exhibit 2.1(a)-2 of the Master Formation Agreement and (2) all of the non-balance sheet assets and business of Assignor and its U.S. Affiliates that are primarily related to the Seismic Business in the U.S. (the "Transferred Assets"), and Assignee has agreed to assume the liabilities of Assignor and its Affiliates that are primarily related to the Seismic Business in the U.S. and within the balance sheet categories listed on Exhibit 2.1(a)-2 of the Master Formation Agreement (the "Transferred Liabilities"). The Transferred Assets shall specifically exclude (i) the Non-Transferred Baker Hughes Assets, (ii) owned or leased real property and related rights of Assignor, the transfer of which is being effected through separate Transfer Documents and (iii) Baker Hughes Transferred IP relating to the Seismic Business in the United States of America. The Transferred Liabilities shall specifically exclude the liabilities of the Non-Transferred Baker Hughes Business and those liabilities set forth on Exhibit 2.5.2 of the Master Formation Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth above and the agreements contained in this Conveyance and the other Transaction Documents and other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereto hereby agree as follows:

I. Assignor does hereby transfer, grant, sell, convey, assign and deliver all the Transferred Assets TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby transferred, granted, sold, conveyed, assigned and delivered, or so intended to be, unto Assignee and Assignee's successors and assigns forever.

2. (a) Assignor hereby makes the assignment of the Transferred Assets hereunder free and clear of all liens and other encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

(b) Nothing herein contained shall be deemed an attempt to assign or transfer or an assignment or transfer of any Contract or Governmental Approval if an assignment or transfer or attempted assignment or transfer of the same without the consent of the other party or parties thereto or the relevant Governmental Authority would constitute a breach or violation thereof, unless and until such consent is obtained.

3. Assignee does hereby assume, effective as of the date hereof, the Transferred Liabilities. Notwithstanding the generality of the foregoing, the Transferred Liabilities will not include any obligations of Assignor under any unassignable Contract or Governmental Approval referred to in Section 2(b) above until such time as that Contract or Governmental Approval is assigned to Assignee. In addition, Assignee is not assuming, and neither this Agreement nor any other Transaction Document will obligate or otherwise require Assignee to pay, perform, discharge or otherwise be responsible for, any debts, liabilities or obligations of Assignor or its Affiliates, whether accrued, absolute, contingent or otherwise, oral or written, disclosed or undisclosed, other than the Transferred Liabilities.

4. Assignor and Assignee hereby covenant and agree to execute, acknowledge and deliver all and every such further assignment, bill of sale and other instrument and to do such further acts as either party reasonably may deem to be necessary or appropriate more fully to assure it and its successors and assigns that this Conveyance has validly assigned and transferred all the Transferred Assets and Transferred Liabilities to Assignee, or to aid and assist Assignee in collecting and reducing to possession any or all of the Transferred Assets, or in connection with the settlement of any Transferred Liabilities to Assignor. In furtherance of the foregoing, Assignor specifically acknowledges that Assignee or its Affiliate shall deliver this Conveyance and the Master Formation Agreement to the appropriate Governmental Authorities to request transfer of title of all rolling and (state-registered) floating stock included in the Transfer Assets immediately following the date hereof.

5. This Conveyance shall, and shall be construed to, effect the full substitution and subrogation of Assignee in and to all of Assignor's rights under all covenants and warranties others heretofore have given or made in respect of the Transferred Assets or any part thereof.

6. Nothing this Conveyance contains shall, or shall be construed to, prejudice the right of Assignee to contest any Claim as fully as Assignor or its stockholders, officers or directors might have done. The parties hereto will use their respective commercially reasonable efforts to cooperate with one another on and after the date hereof in furnishing information and other assistance in connection with any action, proceeding or dispute of any nature with respect to matters relating to the transfer of ownership of the Transferred Assets hereunder. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Assignee: (i) to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the Transferred Assets, and to give receipts and

releases for and in respect of the same or any part thereof; (ii) to institute and prosecute in the name of Assignor, but at the expense and for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem necessary or proper; (iii) to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Transferred Assets and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and (iv) to do all such acts and things in relation thereto as Assignee may deem necessary or desirable. Assignor hereby declares that the appointment it makes and the powers it grants by this paragraph (i) are coupled with an interest, (ii) are and will remain irrevocable by Assignor and (iii) will extend to Assignee and Assignee's successors and assigns. Assignor will transfer and deliver to Assignee any cash or other property that Assignor may hereafter receive in respect of the Transferred Assets.

7. Assignor hereby binds itself to warrant and forever defend the title to each and all of the Transferred Assets, subject to Permitted Encumbrances, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

8. The substantive laws of the State of Texas will govern this Conveyance and its construction, enforcement and interpretation, without regard to any conflicts of laws provisions thereof that otherwise would cause the laws of another jurisdiction to apply.

9. If there is any conflict between this Conveyance and the Master Formation Agreement, the terms of the Master Formation Agreement shall control.

10. This Conveyance can be amended only in a writing signed by both parties hereto.

11. This Conveyance will be effective as of the date hereof.

12. The parties hereto may execute this Conveyance in multiple counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Conveyance to be duly executed, and Assignor has caused its seal to be affixed hereto, all in a number of counterparts which shall be read together and construed as but one and the same agreement, as of the date first above written.

ASSIGNOR

WESTERN ATLAS INTERNATIONAL, INC.

By: [Signature]

Name: Daniel Churay  
Title: Vice President

ASSIGNEE

GECO HOLDINGS L.L.C.

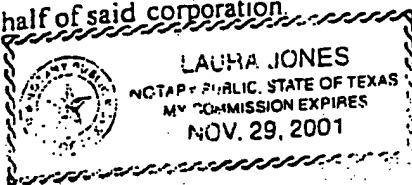
By: [Signature]

Name: JOHN YEALWOOD  
Title: ATTORNEY-IN-FACT OF SCHLUMBERGER  
TECHNOLOGY CORPORATION, SOLE MEMBER

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 30, 2000, by Daniel J. Churay, the Vice President of Western Atlas International, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 30, 2000, by John Yealwood, the Attorney-in-Fact of Schlumberger Technology Corporation, sole member of GECO Holdings L.L.C., a Delaware limited liability company, on behalf of said company.

[Signature]  
Notary Public, State of Texas

State of Delaware

PAGE 1

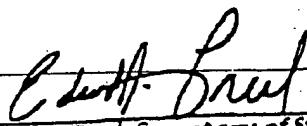
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GECO HOLDINGS L.L.C.", CHANGING ITS NAME FROM "GECO HOLDINGS L.L.C." TO "WESTERN GECO HOLDINGS L.L.C.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4 O'CLOCK P.M.



3289909 8100

001616959

  
Edward J. Freel, Secretary of State  
AUTHENTICATION: 0844194

DATE: 12-11-00

12/08/00 15:48 FAX 512 457 7 70

GRAY CARY-AUSTIN

20 2/003

DEC 07 '00 11:43 FR GECO PRACLA LEGAL

713 596 6113 TO 9151245770270

P.02/10

**CERTIFICATE OF AMENDMENT**

to the

**CERTIFICATE OF FORMATION**

of

**GECO HOLDINGS LLC**

GECO Holdings LLC (the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Formation (the "Certificate of Formation"), as described below, and does hereby further certify that:

1. The name of the Company is GECO Holdings LLC.
2. The Managers of the Company duly adopted resolutions approving and adopting the amendment to the Certificate of Formation this Certificate of Amendment is effecting.
3. This Certificate of Amendment amends the Certificate of Formation so as to change the name of the Company to Western GECO Holdings LLC.
4. The Certificate of Formation is hereby amended by deleting Article One thereof and replacing in lieu thereof a new Article One reading in its entirety as follows:

"Article One

The name of this Delaware limited liability company is Western GECO Holdings LLC."

EXECUTED this 1st day of December, 2000.

GECO HOLDINGS LLC

By

Name

Manager

DAVID RASE

Gray Cary Austin  
119764-900000

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:00 PM 12/08/2000  
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